FAMILY BANKING ENROLLMENT FORMS

SECTION 1 – CLIENT SERVICE AGREEMENT

This is an Agreement between Cord Blood Registry® (CBR®) and the expectant parent(s) ("Client"), who wishes CBR to provide services involving the umbilical cord blood and/or umbilical cord tissue collected following delivery of their newborn child or children.

The available services include:

- Processing, freezing, and cryogenic storage and maintenance services for the cells collected from the umbilical cord/placenta ("Cord Blood" or "Cord Blood Stem Cells"), and/or
- The preparation, freezing, and cryogenic storage and maintenance services for the collected umbilical cord tissue ("Cord Tissue"). Please note that Cord Tissue will require additional processing prior to use in medical treatment.

Cord Blood, Cord Blood Stem Cells, and Cord Tissue are sometimes referred to below individually as the "sample" and collectively as the "samples."

Service Description and Client Responsibilities

CBR will provide the Client with an Individual Account that will contain information necessary for identification, account management, and CBR Client contact. CBR will provide the Client with a collection kit in advance of the expected due date. CBR will provide educational materials for the Client's physician/midwife. CBR will provide the services elected by Client as described above. If the sample(s) does not meet minimum requirements for storage, the Client will be consulted regarding the storage of the sample(s). Client is responsible for following the provided instructions and paying all nonrefundable fees. Client agrees to read and sign the Informed Consent. Client agrees to notify the physician/midwife of the desire to collect the baby's Cord Blood and/or Cord Tissue and authorizes CBR to notify any parties involved in the provision of this service. Client agrees to give CBR authorization to test maternal blood and Cord Blood and/or Cord Tissue samples and also agrees to potential release of any abnormal test results to medical professionals including Client's and/or newborn's physicians. All information and test results obtained by CBR may be used where confidentiality is maintained and data blinded except as required by federal or state law. Upon completion of the collection of the Cord Blood and/or Cord Tissue, Client shall contact the courier of his/her choice responsible for express shipment of the sample to CBR's designated facility. Client is not required to utilize the One-Step ShippingsM process. Client is responsible for notifying CBR of changes to Client's contact information and payment method while this Agreement is in effect. At any time during the maintenance period, only the Client, the child's legal guardian, the child after his or her eighteenth birthday, or a proper court order can request, in writing sent by certified mail, that CBR retrieve and prepare the stored Cord Blood Stem Cells or Cord Tissue for transport to a designated location. The sample(s) may only be released for medical treatment to a physician at an approved site under an IRB-approved transplant protocol or if its use falls under the practice of medicine, or, for Cord Tissue samples, for further processing. Upon release, Client is responsible for the cost of shipping the Cord Blood Stem Cells and/or the cost of shipping and further processing of the Cord Tissue.

General

It is understood that Client's physician/midwife in no way acts as an agent of CBR. Although infrequent, complications may occur during birth that preclude the collection of the Cord Blood and/or Cord Tissue. Eligibility for Individual Account storage cannot be fully assessed until arrival and evaluation of sample(s) at our laboratory. CBR maintains the right to reject or promptly discard any sample(s) in accordance with our standard operating procedures due to the presence of contamination or certain test results or lack of test results. This Agreement may be canceled by the Client at any time while the child is still a minor. When the child is eighteen years of age, only he or she may cancel this Agreement. Cancellation must be by written notice to CBR sent by certified mail. If the child declines to continue CBR's services beyond the initial eighteen-year period, this Agreement will expire. If this Agreement is canceled, terminated, or expires, or if any payment is not made within one hundred eighty days of its due date, ownership of the sample(s) transfers to CBR, and CBR will have the right to discard or use the sample(s) at its sole discretion.

CBR's LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO CBR UNDER THIS AGREEMENT. CBR WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING UNDER ANY CAUSE OF ACTION, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, WHETHER OR NOT CBR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THESE LIMITATIONS SHALL NOT APPLY TO THE \$50,000 QUALITY SERVICE GUARANTEE APPLICABLE TO STORED CORD BLOOD. (Please see important terms and conditions on the Certificate of Guarantee.) Any dispute or controversy arising between Client and CBR shall be resolved by binding arbitration following the rules provided in Title 9 of the California Code of Civil Procedure. In the event of arbitration, or any court proceedings, the court or arbitrator may award reasonable attorneys fees and costs to the prevailing party in addition to any other relief to which the party is entitled. This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of law principles. This Agreement, together with the Informed Consent, constitutes the entire Agreement between the parties and supersedes all previous Agreements or representations by CBR, oral or written, relating to the subject matter of this Agreement. This Agreement may only be modified or amended by a writing signed by each party. If the performance of this Agreement or any obligations arising under this Agreement is prevented, restricted, or interfered with by reason of fire, earthquake, or other casualty or accident, strikes or labor disputes, war or other violence, any law, order,







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proclamation, ordinance, demand, or requirement of any government agency, or any other act or condition beyond the control of CBR, upon giving prompt notice to the Client, shall be excused from such performance. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. CBR is not responsible for procedures or services performed by third parties, including, but not limited to, collection, lab tests, courier transport (including One-Step Shipping courier), improper handling, or use during transplantation. Both parties acknowledge they have read this Agreement, understand its terms and conditions, and agree to be bound by it.

SECTION 2 - INFORMED CONSENT

On behalf of my unborn baby and myself, I, the Client, wish to enroll in the Individual Account offered by Cord Blood Registry (CBR). I understand that the Individual Account offers the services listed in Section 1, herein. The sample(s) will be uniquely identified, stored, and maintained at a cryogenic storage facility. CBR will retrieve the sample(s) at my request per the Client Service Agreement.

I understand that collecting and storing my newborn's Cord Blood and/or Cord Tissue may potentially benefit my baby should he or she need them in the future to treat certain diseases, conditions, or ailments. I understand that it is not possible to determine whether my child will develop a disease, condition, or ailment in the future that will involve use of the sample(s). I understand that the newborn Cord Blood Stem Cells and/or Cord Tissue are a perfect match for my baby and, while there is no guarantee my baby will ever need them, the fact that they are a perfect match can reduce serious complications should cell therapy ever be needed. I understand that the sample(s) may or may not be suitable for use by other family members. I understand that there may be factors (including, but not limited to, HLA type, contamination, and cell count) that may impact the utility of the sample(s), as determined by the treating physician.

I understand that the freezing and storage process used to preserve Cord Blood Stem Cells is similar to the process that is currently used for storing other human cells and that although this freezing technique has been used for many years to successfully preserve bone marrow and other blood cells, it has been used to store Cord Blood Stem Cells only in the past twenty years. Possible current benefits from the use of Cord Blood Stem Cells are that the cells could be used to treat certain life-threatening diseases, including leukemia, certain other cancers, and blood disorders. Potential future benefits may include the use of Cord Blood Stem Cells to treat various diseases including, but not limited to, stroke, diabetes, heart disease, and nerve damage from injury. While these areas hold significant potential in terms of disease treatment and cure, the clinical use in humans has not yet been established. Potential risks include the possibility that this type of treatment may not be effective. I understand that Cord Blood Stem Cells are not the treatment of choice for all diseases or conditions and that should the need arise, the decision to use the Cord Blood Stem Cells stored under the Individual Account is strictly between me and the attending physician. It is possible that in the future better therapies may be developed.

I understand that, although newborn Cord Tissue is a rich source of mesenchymal stem cells ("MSCs") that in the future may be able to treat certain ailments or conditions, there is no current treatment with Cord Tissue and there is no guarantee that my baby's Cord Tissue will be able to treat any disease, condition, or other ailment.

I understand that information regarding my education/consent and collection procedure will be made available to my healthcare provider. I understand that, although infrequent, complications may occur at birth, and it may not be possible to collect the Cord Blood or Cord Tissue. Therefore, collection of Cord Blood and/or Cord Tissue cannot be guaranteed as their collection is arranged between my physician/midwife and me. My health and the health of my baby is my physician/midwife's first priority. I agree that my physician/midwife's judgment shall be absolute and final, I shall not hold my physician/midwife, nurses, the hospital/birthing center and its affiliates, its Board of Directors and officers, and/or its employees responsible or liable for any arrangements, procedures, or handling of the Cord Blood and/or Cord Tissue. I understand that CBR network providers may receive a direct copayment toward their collection fee. I understand that there is no way of knowing if the sample(s) can be stored until it is assessed at CBR's laboratory. By sending my baby's collected sample(s) to CBR's processing laboratory, I understand that the sample(s) will be processed and/or prepared and stored and the fees will be incurred. I understand that if I elect to cancel this Agreement, prior to processing or preparation and storage, I will only be responsible for a cancellation fee. If any sample is deemed questionable for storage, or test results are unavailable, an attempt will be made by CBR to contact me. I understand that the presence of environmental contaminants may impact the sterility and utility of my sample. CBR maintains the right to reject any sample(s). I understand that I am not required to utilize the prearranged One-Step Shipping option, and that I may use a courier of my choice at my own expense. I understand that no courier transport service can provide one hundred percent reliability and that on occasion, some samples may be delayed, lost, or damaged in transit. I understand that CBR is not responsible for third-party courier transport of my collection kit to CBR's designated facility, including transport provided through the One-Step Shipping option.

I understand that regulatory and accreditation associations require certain tests, and I fully consent to providing a maternal blood sample if requested. I consent to the use of a Cord Blood, Cord Tissue, and/or maternal blood sample for various tests including Human Immunodeficiency Virus (HIV). I understand that due to pregnancy, these tests are not always accurate and may result in a higher incidence of false positives. The test results may also be aggregated and used in publications, without donor identification. Furthermore, I authorize CBR to provide me with test results and to furnish them to my physicians, my child's physicians, my partner, and to state agencies as required by law. I understand that due to regulatory requirements, the absence of a maternal blood sample or the failure to adequately test maternal blood may preclude the sample(s) from being used in medical therapies. I realize the risks of maternal blood phlebotomy, if required, include bruising, redness, pain or discomfort, or inflammation around the needle insertion site.

I have read and understand the information contained in the Client Service Agreement and Informed Consent and any questions of mine have been answered.



SECTION 3 - MEDICAL AND HEALTH HISTORY PROFILE

lother's Full Name	Social Security #	Date of Birth	•			
ather's Full Name	Social Security #	Date of Birth		Op.		
one Phone	Cell Phone	Fax			(faces)	
treet Address						
geet Address						
ity	State	Zip			Country	
and the Date	Maiden Name	Emeranau Contact			Phone Number	
expected Due Date	Maiden Name	Emergency Contact			Phone Number	
imail Address (primary)	equired for notification when your kit is received a	at our laboratory. Email Address (seco	ndary)			
rimary OB/Midwife Name Stree	t Address	City	State	Zip	Office Phone	
Pare you in good general health? Are you currently taking an antibiotic or medication for an infection? The past 12 months, have you or the Had body piercing, tattoo, accidental neor unprotected contact with someone of Been incarcerated in a correctional facilithan 72 hours? Been diagnosed with or exposed to tube been in a malaria endemic country? Lived with or had sexual contact with an been diagnosed with hepatitis? Had sexual contact with someone who in drugs, or other payment for sex? Had sexual contact with someone who in used needles to take drugs, steroids, or prescribed by their doctor? Had sexual contact with a male who had sexual contact with another male?	e baby's father: edle stick, else's blood? ity for more erculosis or nyone who has s HIV positive? takes money, has ever or anything not s ever had	From 1980 through 1996 (mothod Did you spend a total time of the United Kingdom? Were you stationed overseas a a civilian military employee, of the U.S. military? From 1980 to the present, did Spend time that adds up to five Receive a blood transfusion in Have you ever (mother only): Received human pituitary grow Received a dura mater graft of Had or been treated for malarity or other parasitic disease? Been diagnosed with cancer of Chronically abused drugs or all Had a significant exposure to a Have you or the baby's father Received money, drugs, or oth Used needles to take drugs, st prescribed by your doctor?	as a member or a dependent of a depe	of the U.S nt of a mer only): nore in Euro (ingdom or marrow tra sease, bat n or cervice ance (such a	ope? France? ansplant? pesiosis, al cancer?	
Had or been treated for syphilis, gonorn's sexually transmitted disease? Had a blood transfusion or tissue graft sor skin? Had a West Nile virus infection? In the past 6 months, have you (mother or Received a bite from an animal suspect of the past 8 weeks, have you (mother or Had any vaccinations or other shots (excited the seasonal flushot)? Had close contact with someone who re	nea, or other such as bone only): ed of rabies? duding Rhogam and/or	Been in Africa or had sexual control in or lived in Africa? Been turned down as a blood of Been diagnosed with or had a Creutzfeldt-Jacob disease? Used clotting factors for a bleet Been a recipient of xenotransport. Have your Tested positive for hepatitis B? Tested positive for hepatitis C?	donor? relative diagrander ding disorder blantation (animou or the bal	nosed with r such as h	nemophilia? transplant)?	

Please explain or clarify any "yes" answers:

_____ / _____ / _



Client Signature Electronically Signed:

SECTION 4 - PAYMENT INFORMATION

First Year Fees	A FILE OF THE PARTY OF THE PART	A 121 11	
Payment Option: Pay In Full			
Product	Start Price	Qty	Subtotal
Cord Blood Processing Fee	\$1,920.00	1	\$1,920.00
One-Step Shipping SM	\$150.00		\$150.00
Annual Storage Fee - Cord Blood	\$125.00	1	\$125.00
Total			\$2,195.00
Special Savings	-\$250.00	1	-\$250.00
Total First Year Fees:			\$1,945.00*

Annual Storage Fee			
Payment Option: Annual Storage Option			
Annual Storage Fee - Cord Blood	\$125.00	1	\$125.00
Annual Storage Fee Per Year (Years 2-18)			\$125.00**

^{*}Amount will be charged to your credit card. Price includes CBR's CellAdvantage Collection Kit and the CBR services elected by the Client (cell processing of Cord Blood, and/or preparation of Cord Tissue, and cryogenic storage process). No fees charged until processing and/or preparation is complete.

Please ensure	the payment information belo	ow is filled out completely.				
I authorize CBR	to bill the following credit card:					
Card Number:		Credit Card Billing Address:				
Exp. Date						
Name on Card:	Amy Cohen	City:	State:	Z	Zip:	
I have read the Profile (Section	3). All of my questions regarding t	n 1), signed the <i>Informed Consent</i> (Section 2), and compl the service have been answered to my satisfaction. I agr to the payment terms and authorize the credit card paym	ee to the terms	s and co	Health endition	History is set
	(Electronically Signed)		9	10 /	25	/ 2012
Client Signature			D	ate		

Payment plans are available. Please contact your CBR representative for details. Please note: Fees apply to single-birth, U.S. customers only. Prices are subject to change. Cancellations are subject to a \$150 fee; full processing or preparation fees are charged if cancellation is requested after the sample(s) have been stored. If paying by check, all fees are due at time of enrollment.

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^{**}Annual storage fees will be charged automatically to the credit card on file, one month prior to your baby's birthday.

FAMILY BANKING ENROLLMENT FORMS

SECTION 1 - CLIENT SERVICE AGREEMENT

This Agreement is between you and Cbr Systems, Inc. ("Cord Blood Registry" or "CBR") for newborn stem cell banking. You are electing to preserve cord blood and/or cord tissue. In this Agreement, cord blood and cord tissue are called "newborn stem cells" or "sample(s)."

1. Collection of the Newborn Stem Cells

CBR® will provide you with a CBR CellAdvantage® Newborn Stem Cell Collection Kit to collect and transport the newborn stem cells. You will request that your healthcare provider collect the newborn stem cells. You agree to follow the instructions provided by CBR and your healthcare provider. CBR may provide your healthcare provider or other parties involved in the newborn stem cell banking with information about your enrollment, education, consent, and collection.

Although infrequent, complications may occur during birth that preclude the collection of newborn stem cells or affect the quality of the sample. Therefore, collection of newborn stem cells cannot be guaranteed. Your health and the health of your baby are your healthcare provider's first priorities. You agree that your healthcare provider's judgment is absolute and final. You agree to not hold your healthcare providers, hospital/birthing center, and its affiliates or its or their directors, officers. employees or agents responsible for the collection or failure to collect cord blood or cord tissue or for the handling of cord blood or cord tissue.

Your healthcare provider does not act as an agent of CBR. Payment for your healthcare provider's services are solely your responsibility. CBR pays a fee for collection services to physicians and midwives who are enrolled in CBR's Healthcare Provider Network.

2. Transport of the Sample(s)

You will arrange for express shipment of the newborn stem cells to CBR's laboratory as soon as possible after collection. You may use One-Step ShippingSM which offers next-flight-out service, or another courier of your choice. One-Step Shipping is offered by CBR for your convenience and is performed by an independent company. No courier service can provide one hundred percent reliability, and on occasion, some samples may be delayed, lost, or damaged in transit. CBR has no responsibility or liability for third-party courier transport of the sample(s) to CBR's laboratory, including for One-Step Shipping.

3. Testing, Processing, and Storage of the Sample(s)

After CBR receives the CellAdvantage kit, CBR will test, process, cryopreserve and store the cord blood stem cells. CBR will also test the birth mother's blood sample for HIV, hepatitis, syphilis, other conditions required by regulatory agencies, and as needed to determine the suitability of the sample for storage. There is no way to know if a sample can be stored until it arrives at CBR's laboratory.

You will be consulted regarding storage of the sample if it does not meet minimum cell count, viability, volume or other guidelines for storage as determined by CBR. CBR does not store samples associated with positive HIV test results. CBR retains the right to not store any newborn stem cell sample. In the event that a sample is not stored because it is deemed unsuitable for storage, you will be notified and CBR will refund all previously paid fees to you except for the shipping fee.

Cord tissue will require additional processing prior to use in medical treatment. Cord tissue is stored whole (the stem cells are not extracted as they are with cord blood). The science of cord tissue preservation is evolving and storing the cord tissue whole preserves options for future stem cell extraction. Additional fees may apply.

4. CBR's Commitment to Quality

CBR provides a \$50,000 Quality Service Guarantee. In the event that the cord blood stem cells are used in hematopoietic





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reconstitution and fail to engraft, CBR will refund all service fees paid by you to CBR for the cord blood stem cells and will pay you an additional \$50,000. This Guarantee is subject to important terms and conditions, available at https://www.cordblood.com/client-center/Content/pdf/cbr_qualityserviceguarantee.pdf. Please note that this guarantee does not apply to cord tissue.

5. Understanding Your Rights to the Sample(s)

You agree that you are the child's legal guardian, and understand that CBR will treat you as the sole designated contact for all purposes relating to this Agreement, including but not limited to retrieval and use of the sample, access to your account, updating of contact information, payment of fees, and termination of this Agreement. In the event that you wish to assign your rights and/or obligations under this Agreement to a third party, both the third party and CBR must agree in writing.

Prior to the child's eighteenth birthday, you, as the child's legal guardian, may direct the release and use of the newborn stem cells. The rights to the newborn stem cells follow the child, so if you cease being the child's legal guardian, then you may not direct the release and use of the newborn stem cells, and the child's legal guardian obtains these rights to act on behalf of the child. CBR retains the right to require court documentation or a court order prior to releasing the sample.

Starting on the child's eighteenth birthday, the child directs the release and use of the newborn stem cells. You agree that on and after the child's eighteenth birthday, the retrieval and use of the newborn stem cells shall be at the sole direction of the child and that you have no further right or power to direct the release or use of the newborn stem cells. Effective as of the child's eighteenth birthday, you hereby release and renounce in favor of the child any and all right, title or interest that you may have in or relating to the newborn stem cells. You may continue to pay the annual storage fees for the benefit of your child.

6. Requests for Release of the Sample(s)

A client may instruct CBR in writing to release the newborn stem cells. CBR shall not be required to release, prepare, ship or dispose of any newborn stem cells unless and until any and all payments required to be made under this Agreement have been paid in full. You may direct CBR to:

- Send the newborn stem cells to a physician (or agent) appropriately qualified to perform a transplant or medical procedure;
- · Dispose of the newborn stem cells;
- · Release the newborn stem cells for scientific research.

CBR can send a sample only to an entity that can receive a sample in compliance with all applicable rules and regulations. CBR may charge an administrative fee for preparation of the unit and paperwork. You are responsible for any third party costs, including shipping and services fees. CBR is required to maintain all records associated with your child's newborn stem cell sample, even after it has been released, so under limited circumstances, you may be charged a document maintenance fee. Any transfer or disposal will be performed in accordance with CBR's standard operating procedure in effect at the time of the request.

7. Payment of Fees

You are responsible for the payment of all fees that may apply hereunder. CBR will attempt to contact you if a payment is overdue. If a payment is not received within 180 days of its due date, your account will be forwarded to a collection agency for further action. Your credit may be impacted.

Except as set forth in Section 3, if you terminate this Agreement prior to CBR's storage of the sample(s), CBR will refund all amounts paid by you hereunder less an administrative fee of \$150. Different fees may apply for international customers. If you terminate this Agreement after CBR's storage of the sample(s), you will not receive a refund. If you prepay all or a portion of the storage fees, and you terminate this Agreement, you will not receive a refund of the pre-paid fees.

8. Term and Termination

This Agreement is effective upon your agreement. If you are not the birth mother, the birth mother must also agree to the





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Informed Consent and Authorization, and complete the Medical Health and History Profile.

This Agreement may be terminated by:

- · You.
 - All payments required under this Agreement must be paid in full, and CBR's procedures in effect at the time of such termination must be followed.
 - If you are no longer the child's legal guardian, or if the child is eighteen years old or older, CBR will send written notice to the legal guardian or the child (as applicable) of the cancellation. The legal guardian or the child (as applicable) will have ninety (90) days to agree to take on all the rights and obligations under this Agreement. If the legal guardian or the child (as applicable) fails to agree within such period, then the Agreement will terminate. If the legal guardian or the child (as applicable) provides his or her agreement within such period, then the Agreement shall continue in his or her name with the legal guardian or the child (as applicable) succeeding to all of your rights and obligations under this Agreement.
- · The child, starting on the child's eighteenth birthday.
 - All payments required under this Agreement must be paid in full, and CBR's procedures in effect at the time of such termination must be followed.
 - · CBR will promptly notify you of any such termination.
- · CBR.
 - If you fail to make any payment required within 180 days of its due date, following written notice to your last available address, CBR will attempt to send your account to a collections agency and may terminate your account anytime thereafter.
- · Release of all samples from storage.
 - If all the samples have been released from storage by the child or his or her legal guardian, CBR will promptly notify you of any such expiration.
- · As required by law or regulations.
 - If you move to a country where CBR is prohibited from providing newborn stem cell banking services, CBR may cease to maintain the newborn stem cells absent authorization from the U.S. Treasury Department.

Any expiration or termination of this Agreement is without prejudice to any rights, claims or causes of action that may have accrued prior to such expiration or termination.

If this Agreement terminates and the newborn stem cells remain in the custody of CBR, the samples become the property of CBR. The samples may be used for quality control or testing purposes, and may not be available for use by your family.

9. Notification of Account Changes

At all times while this Agreement remains in effect, you shall promptly notify CBR of changes to your and the child's contact information and your payment method. CBR is entitled to rely on the contact information contained in your online client account. Any changes of the child's legal guardian must be promptly disclosed to CBR.

To update your contact information, call CBR at 1-888-932-6568 or edit your information by logging into your Client Account at www.cordblood.com/Client-Center/MyAccount/Login.aspx. You can also contact us by postal mail at Cord Blood Registry, 1200 Bayhill Drive, San Bruno, CA 94066.

10. Third Party Beneficiary

The child is an intended third-party beneficiary of this Agreement with the right to enforce it without the need to join you.

11. Warranty Disclaimer

You acknowledge and agree that neither CBR nor any of its shareholders, directors, officers, agents, employees or affiliates have made any representation, guaranty or warranty, express or implied, to you of any kind. You acknowledge and agree to the following specific disclaimers:





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There is no guarantee or assurance regarding success in collecting newborn stem cells. Complications may occur during birth that preclude the collection of the newborn stem cells. You acknowledge that your healthcare provider makes the final determination whether or not to collect the newborn stem cells. Eligibility for storage cannot be fully assessed until the arrival and evaluation of a sample at CBR's laboratory. CBR maintains the right to reject or discard any samples in accordance with our standard operating procedures due to certain test results or lack of test results.

There is no guarantee that the newborn stem cells will not deteriorate or suffer another form of loss. There is no guarantee that the stem cells will be viable or free from environmental contaminants when released. There is no guarantee that the newborn stem cells will be of therapeutic value. You acknowledge that the newborn stem cells may never be used.

12. Limitation of Liability

CBR HAS NO LIABILITY OF ANY KIND IN RESPECT OF CBR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT EXCEPT TO THE EXTENT ATTRIBUTABLE TO CBR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL CBR'S LIABILITY EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CBR UNDER THIS AGREEMENT. CBR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES IN RESPECT OF BREACH OF CONTRACT, WARRANTY, STRICT LIABILITY OR TORT), WHETHER OR NOT CBR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY TO THE \$50,000 QUALITY SERVICE GUARANTEE APPLICABLE TO STORED CORD BLOOD. (Please see important terms and conditions on the Certificate of Guarantee.)

CBR shall not be responsible for procedures or services performed by third parties, including, but not limited to, sample collection, lab testing, courier transport (including any One-Step Shipping courier), improper handling, or use during transplantation or medical procedure.

13. Assignment and Delegation

CBR may assign its rights and delegate its obligations under this Agreement without further consent to any successor by merger or consolidation, to any purchaser of all or substantially all of CBR's assets relevant to the performance of the services to be provided by CBR hereunder, or to any entity that provides services similar to those that are to be provided by CBR hereunder or that intends to provide such services following any such assignment or delegation. CBR may perform services to be provided by it hereunder through subcontractors. This Agreement is not assignable by you without the prior written consent of CBR and any attempted assignment in breach of the foregoing restriction shall be void.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws provisions. Any dispute or controversy arising between or among you, the child, and CBR shall be finally and conclusively resolved by binding arbitration following the rules provided in Title 9 of the California Code of Civil Procedure. In the event of arbitration, or any court proceedings, the court or arbitrator may award reasonable attorneys' fees and costs to the prevailing party in addition to any other relief to which the party is entitled.

15. Entire Agreement

This Agreement, together with the Informed Consent and the Authorization to Release Personal Health Information, constitutes the entire Agreement between the parties and supersedes all previous agreements or representations by CBR, oral or written, relating to the subject matter of this Agreement.

16. Force Majeure

If CBR's performance of this Agreement is prevented, restricted, or interfered with by reason of fire, earthquake, or other





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casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, ordinance, demand, or requirement of any government agency, or any other act or condition beyond the control of CBR, then CBR shall be excused from such performance.

17. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

18. General

This Agreement shall be binding on you and CBR and your and its heirs, personal representatives, successors and permitted assigns.

This Agreement may only be modified or amended by a writing signed by each party.

Both you and CBR acknowledge they have read this Agreement, understand its terms and conditions, and intend to be legally bound by it.



Please note: Your hospital may require a copy of this form (Sections 1 and 2) upon admission.





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FAMILY BANKING ENROLLMENT FORMS

SECTION 2 - INFORMED CONSENT

Shortly after your baby is delivered, and the umbilical cord is cut, excess blood remains in the umbilical cord and the placenta. This blood is rich in hematopoietic (blood-forming) stem cells that can be used to treat an adult or child with certain life-threatening conditions. Use of cord blood stem cells in regenerative medicine therapies is under evaluation. To collect the cord blood, the umbilical cord is cleaned and accessed with a needle attached to the CBR CellAdvantage® newborn stem cell collection bag. The blood remaining in the placenta and umbilical cord drains by gravity into the collection bag. As the blood is draining, there is no risk to the mother or the baby. There is no change in the actual delivery process. Cord blood can be collected after a vaginal or cesarean delivery.

The umbilical cord itself (cord tissue) contains a large number of mesenchymal stem cells, which are being researched as treatment for a number of conditions. To collect cord tissue, the healthcare provider cuts a 4-8 inch segment of cord tissue and places it into the CordCup® container. After the cord blood and cord tissue are collected, they are returned to the CBR CellAdvantage Newborn Stem Cell Collection Kit and sent to CBR's laboratory for testing, processing and storing. Cord tissue will require additional processing prior to use in medical treatment.

Although infrequent, complications may occur during birth that preclude the collection of newborn stem cells or affect the quality of the sample. Therefore, collection of newborn stem cells cannot be guaranteed. Your health and the health of your baby are your healthcare provider's first priorities. You agree that your healthcare provider's judgment is absolute and final. You agree to not hold your healthcare providers, hospital/birthing center, and its affiliates or its or their directors, officers, employees or agents responsible for the collection or failure to collect cord blood or cord tissue or for the handling of cord blood or cord tissue.

CBR will perform tests on the cord blood unit (including cell viability, total cell number, blood typing) to determine the nature and quality of the cord blood unit. The birth mother will provide a sample of blood that will be tested for certain infectious diseases including HIV, syphilis, hepatitis, and other viruses. The testing requirements for cord blood and the maternal blood draw will be updated periodically as required by various regulatory and testing agencies. Residual blood from the maternal sample may be used for FDA research purposes under an FDA-approved study to improve blood safety (for more information, see www.cordblood.com/cts-ind).

The birth mother will authorize disclosure of these test results in connection with the release of the stem cells. Without this authorization, it may not be possible to use the stem cells in medical therapies. Test results may be reported to the birth mother, her physician, the baby's physician and legal guardians, a transplant physician or agent (if applicable) and to governmental regulatory agencies as required by law. Infectious disease tests are not always accurate and may give false positive results. Test results may be used for research or in publications so long as they are aggregated and do not contain donor information. Due to regulatory requirements, the absence of a maternal blood sample or the failure to adequately test maternal blood may preclude the stem cells from being used in medical therapies. The risks involved with giving a blood sample include bruising, redness, pain or discomfort, or inflammation around the needle insertion site.

The birth mother will answer a detailed questionnaire about her medical condition and the baby's potential exposure to infectious disease. The birth mother will authorize disclosure of this questionnaire in connection with the release of the stem cells. Without this authorization, it may not be possible to use the stem cells in medical therapies.

The stem cells may be used by the child or a first or second degree relative. Cord blood stem cells are not the treatment of choice for all diseases or conditions. The decision to use cord blood stem cells should be made in consultation with the attending physician. There are some diseases for which a person's own stem cells may not be usable for treatment. In addition, some diseases may be treatable by one person's stem cells but untreatable by a different person's stem cells.





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Treatment using cord blood stem cells may not be effective. In the future, better therapies may be developed. Treatments using cord tissue stem cells are being researched. There is no current treatment that uses cord tissue and there is no guarantee that cord tissue will now or in the future be able to treat any disease or condition.

The cord blood and cord tissue will be a perfect match for the child and may or may not be an acceptable match for siblings and other family members. There are factors (including, but not limited to, HLA type, contamination, and cell count) that may impact the utility of the sample(s), as determined by the treating physician. The success of a stem cell transplant depends on many factors unrelated to the cord blood or cord tissue, including the degree of match between the donor and recipient, the condition of the recipient, and the type of condition being treated.

The newborn donor has property rights in the cord blood and cord tissue samples. Until the child's eighteenth birthday, the child's parent or legal guardian controls the use of the newborn stem cells. Once the child turns eighteen years old, the child controls the use of the newborn stem cells.

A client in good standing (i.e., whose account is current) may instruct CBR in writing to transfer or discard the newborn stem cells. Upon receipt of such request, CBR will inform the client of the requirements for transfer or destruction. Additional fees may apply. If the client's account terminates without instructions for the disposition of the newborn stem cells, ownership will transfer to CBR and the cells may be used for quality control and testing purposes.

CBR HAS NO LIABILITY OF ANY KIND IN RESPECT OF CBR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT EXCEPT TO THE EXTENT ATTRIBUTABLE TO CBR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL CBR'S LIABILITY EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CBR UNDER THIS AGREEMENT. CBR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES IN RESPECT OF BREACH OF CONTRACT, WARRANTY, STRICT LIABILITY OR TORT), WHETHER OR NOT CBR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

CBR shall not be responsible for procedures or services performed by third parties, including, but not limited to, sample collection, lab testing, courier transport (including any One-Step Shipping^{sм} courier), improper handling, or use during transplantation or medical procedure.

You can withdraw consent for procurement and it will not affect your or your baby's access to medical care. You agree that you have been given the opportunity to ask questions and your questions have been answered satisfactorily.

CBR has developed a privacy policy that governs how CBR collects, uses, discloses and stores your information. Please read the privacy policy at www.cordblood.com/privacy to understand how your information will be treated. CBR may from time to time amend this Privacy Policy. If CBR makes material changes to this Policy, CBR will post the revised Policy and the revised effective date on the website.

Required disclaimer for New York residents: Specific to Cord Tissue: CBR's activities for New York State residents are limited to collection of umbilical cord tissue and long-term storage of umbilical cord-derived stem cells. CBR's possession of a New York State license for such collection and long-term storage does not indicate approval or endorsement of possible future uses or future suitability of these cells.



Please note: Your hospital may require a copy of this form (Sections 1 and 2) upon admission.





SECTION 3 - MEDICAL AND HEALTH HISTORY PROFILE

A Medical and Health History Profile is required by regulatory agencies. Please complete the information below to the best of your knowledge.

A Woodood and Frontier, Fr		
Mother's Full Name:		Father's Full Name:
Social Security #:		Social Security #:
Date of Birth:		Date of Birth:
Address:		
Home Phone:	Cell Phone:	Fax:
Email (Primary		Email (Secondary)
Expected Due Date:	laiden Name:	
Emergency Contact:	A CONTRACTOR OF THE CONTRACTOR	Phone:
Primary OB/Midwife Name		Office Phone
Office Address:	City:	State
Health of mother: Are you in good general health? Are you currently taking an antibiotic or other medication for an infection? In the past 12 months, have you or the baby's father: Had body piercing, tattoo, accidental needle stick, or unprotected contact with someone else's blood? Been incarcerated in a correctional facility for more than 72 hours? Been diagnosed with or exposed to tuberculosis or been in a malaria endemic country? Lived with or had sexual contact with anyone who has been diagnosed with hepatitis? Had sexual contact with someone who is HIV positive? Had sexual contact with someone who takes money, drugs, or other payment for sex? Had sexual contact with someone who has ever used needles to take drugs, steroids, or anything not prescribed by their doctor? Had sexual contact with a male who has ever had sexual contact with another male? In the past 12 months, have you (mother only): Had or been treated for syphilis, gonorrhea, or other sexually transmitted disease? Had a blood transfusion or tissue graft such as bone or skin? Had a West Nile virus infection? In the past 6 months, have you (mother only): Received a bite from an animal suspected of rabies? In the past 8 weeks, have you (mother only):		From 1980 through 1996 (mother only): Did you spend a total time of three (3) months or more in the United Kingdom? Were you stationed overseas as a member of the U.S. military, a civilian military employee, or a dependent of a member of the U.S. military? From 1980 to the present, did you (mother only): Spend time that adds up to five (5) years or more in Europe? Receive a blood transfusion in the United Kingdom or France? Have you ever (mother only): Received human pituitary growth hormone? Received a dura mater graft or organ/bone marrow transplant? Had or been treated for malaria, Chagas disease, babesiosis, or other parasitic disease? Been diagnosed with cancer other than skin or cervical cancer? Chronically abused drugs or alcohol? Had a significant exposure to a toxic substance (such as lead or mercury)? Have you or the baby's father ever: Received money, drugs, or other payment for sex? Used needles to take drugs, steroids, or anything not prescribed by your doctor? Been in Africa or had sexual contact with anyone who was born in or lived in Africa? Been turned down as a blood donor? Been diagnosed with or had a relative diagnosed with Creutzfeldt-Jacob disease? Used clotting factors for a bleeding disorder such as hemophilia? Been a recipient of xenotransplantation (animal to human transplant)?
Had any vaccinations or other shots (excluding Rhogam and) the seasonal flu shot)?	/or	Mother: Tested positive for hepatitis B? Tested positive for hepatitis C?
Had close contact with someone who received a smallpox vaccination?		Tested positive for HIV/AIDS virus? Tested positive for HTLV-I or II?
Please explain or clarify any "yes" answers:	,	
Client Signature Electronically Signed:		s: 11 / 7 / 2013 mm / / / /

SECTION 4 - PAYMENT INFORMATION

First Year Fees	。 1986年 - 1985年 - 1985年 1985年 - 1985年		THE PARTY NAMED IN
Payment Option: Pay In Full			
Product	Start Price	Qty	Subtotal
Cord Blood Processing Fee	\$1,695.00	1	\$1,695.00
One-Step Shipping SM	\$170.00		\$170.00
Annual Storage Fee - Cord Blood	\$130.00	1	\$130.00
Total			\$1,995.00
Special Savings	-\$400.00	1	-\$400.00
Total First Year Fees:			\$1,595.00*

Annual Storage Fee			the service of
Payment Option: Annual Storage Option			
Annual Storage Fee - Cord Blood	\$130.00	1	\$130.00
Annual Storage Fee Per Year (Years 2-18)			\$130.00**

^{*}Amount will be charged to the credit card on file. Price includes CBR's CellAdvantage Collection Kit and the CBR services elected by the Client (cell processing of Cord Blood, and/or preparation of Cord Tissue, and cryogenic storage process). No fees charged until processing and/or preparation is complete.

Please ensure the payment information below is filled out completely.

Card Number:	to bill the following credit card	Credit Card Billing Address:					
		Ordat Data Dining Address.				-	
Exp. Date Name on Card:	Amy Cohen	City:	State:	Zip	o:		
I have read the Profile (Section	3). All of my questions regarding	on 1), signed the <i>Informed Consent</i> (Section 2), and completed to the service have been answered to my satisfaction. I agree to the payment terms and authorize the credit card payment lis	the terms and	nd He	ealth ditior	His is s	itory et
	(Electronically Signed)		11	1	7	1	2013
			Date				

Payment plans are available. Please contact your CBR representative for details. Please note: Fees apply to single-birth, U.S. customers only. Prices are subject to change. Cancellations are subject to a \$150 fee; full processing or preparation fees are charged if cancellation is requested after the sample(s) have been stored. If paying by check, all fees are due at time of enrollment.

^{**}Annual storage fees will be charged automatically to the credit card on file, on or around your baby's birthday.

Authorization to Release Personal Health Information

You are being asked to sign this authorization form to permit CBR to disclose certain information about you and/or your child.

By signing this form, you authorize CBR to release the following records that contain your or your child's personal health information. Your personal health information includes medical information and information that can identify you. For example, it may include your name, address, phone number, or Social Security number.

- The Medical Health and History Profile
- The results of the tests performed on the maternal blood draw
- The results of the tests performed on the cord blood and cord tissue
- · Any medical information that you have disclosed to CBR about you or your child

CBR may release personal health information to your child, your child's physician, your child's legal guardian, your physician, and the transplant physician/facility (or its or their agent, if applicable). Your authorization covers disclosures made at your request, at your child's request (once the child reaches eighteen years of age), and at the request of your child's legal guardian (if any other than you). It covers requests made by the physician of you, your child, your child's legal guardian, and the transplant physician. It also covers releases by CBR to your or your child's physician about your enrollment, education, consent and collection.

You have a right to refuse to sign this authorization. However, regulations governing cord blood transplantation and medical procedures require the release of this information to the physician performing the procedure. Therefore, signing this form is a required part of the CBR enrollment process. Your refusal to sign this form will impact your ability to use your child's newborn stem cells.

You have a right to revoke this authorization at any time by notifying CBR in writing at: Cbr Systems, Inc.

Attention: Client Services 1200 Bayhill Drive San Bruno, California 94066

Your refusal to sign or your decision to revoke your authorization will not affect any disclosure of information that CBR may have made prior to CBR's receipt of your revocation. A copy of the signed authorization form will be provided to you by CBR upon your request.





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This authorization will expire upon the release of the cord blood and cord tissue stem cells by CBR.

You authorize CBR to use all information and test results obtained by CBR without restriction provided that confidentiality is maintained and data blinded. You understand that personal information used or disclosed pursuant to this authorization may be redisclosed by the recipient and its confidentiality may no longer be protected by state or federal law.





